

BID FORM

**MISSOURI DEPARTMENT OF TRANSPORTATION  
GENERAL SERVICES  
830 MoDOT DRIVE – P.O. BOX 270  
JEFFERSON CITY, MO 65101**

REQUEST NO.	2-101119AS		
DATE	November 2, 2010		
PAGE NO.	1	NO. OF PAGES	41

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL  
BE RECEIVED AT THIS OFFICE UNTIL

**November 19, 2010 at 10:00 AM CDT**

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING  
THE FOLLOWING SUPPLIES OR SERVICES.

**BIDS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF  
TRANSPORTATION**

Submit net bid as cash discount stipulations will not be considered

F.O.B. Destinations

Locations as referenced in bid

**SIGN AND RETURN BEFORE TIME SET FOR OPENING.**

<b>BUYER:</b>	Angela Sutton Procurement Agent	<b>BUYER TELEPHONE:</b>	573.526.7929
		<b>BUYER EMAIL:</b>	Angela.Sutton@modot.mo.gov

**SUPPLIES OR SERVICES**

MoDOT is seeking bids from qualified bidders whom can provide **Plant Mix Oil Material**. Sealed bids will be accepted to supply, mix, haul and dump plant mix oil material on roadways or stockpile sites as described in this bid.

**\*\*\*NOTE:** *It is the responsibility of the Bidder to access MoDOT's website in order to obtain any and all addenda(s) issued during the course of this RFB Process.*

This document constitutes a RFB, and solicits competitive sealed bids from qualified bidders to provide Plant Mix Oil Material. The issuance of this RFB in no way constitutes a commitment to award a contract or to pay any costs incurred in preparation of a response to this request.

All questions regarding this RFB shall be submitted to the RFB Coordinator/Contact.

(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)

*In compliance with the above Request For Bid, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were bid within the timeframe specified herein, after receipt of formal purchase order.*

**Date:** \_\_\_\_\_  
**Telephone No.:** \_\_\_\_\_  
**Fax No.:** \_\_\_\_\_  
**Federal I.D. No.** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_

Is your firm MBE certified? ☐ Yes ☐ No

Is your firm WBE certified? ☐ Yes ☐ No

**Firm Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**By (Signature):** \_\_\_\_\_

**Type/Print Name** \_\_\_\_\_

**Title:** \_\_\_\_\_

**ACCEPTANCE FOR PROVISION FOR ASPHALT CEMENT PRICE INDEX** Bidders have the option to accept the provision for Asphalt Cement Price Index as stated in Section 10. The bidder must mark the box below if they choose to accept the provision. No price adjustments will be made, due to asphalt price changes, for bidders who do not accept this provision.

☐ Asphalt Cement

**ACCEPTANCE OF PROVISION FOR PRICE ADJUSTMENT FOR FUEL:** Bidders have the option to accept the provision for Price Adjustment for Fuel as stated in Section 11. The bidder must mark the box below for those items of work in which they choose to accept the provision. No price adjustments will be made, due to fuel price changes, for bidders who do not accept this provision.

☐ Asphalt Production      ☐ Asphalt Hauling

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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**Plant Mix Oil Material**

**Request No. 2-101119AS**

**1. Introduction**

- 1.1 This solicitation seeks qualified vendors who can provide Plant Mix Oil Material for maintenance purposes. Seal bids will be accepted to supply, mix, haul and dump plant mix oil material on roadways or stockpile sites as stated in this bid. This work shall consist of mixing aggregate and liquid bituminous material in a stationary plant, hauling and dumping the mixture on the surface of the road or to stockpile sites in accordance with these specifications or as directed by the engineer.
- 1.2 Traffic control for roadway delivery will be provided by the Missouri Department of Transportation (MoDOT).
- 1.3 The contract period shall be from Notice to Proceed through the completion dates specified by each district. The completion dates are stated on Page 13.

**2. Quantities**

- 2.1 The quantities identified in the Pricing Pages are estimates only. The quantities may or may not represent the actual quantities encountered on the job. The contractor may be requested to furnish more or less than the estimated quantities.
- 2.2 MoDOT may increase or decrease quantities by 40 percent. MoDOT will issue purchase orders after the Missouri Highways and Transportation Commission approves the contract.
- 2.3 The engineer or their representative will make any changes in the proportions of cutback asphalt or emulsified asphalt and aggregates as he considers necessary to obtain satisfactory field performance within the limits specified in this request for composition of the mixture.
- 2.4 The engineer or their representative can make changes, including cancellation, at any time to any Group, listed on the Pricing Page.
- 2.5 MoDOT does not guarantee any specific quantities that may be required to be provided by the contractor.

**3. Material**

All material shall conform to **Missouri Standard Specifications for highway Construction, 2004 Edition**, and any revisions thereto, except as revised herein:

- 3.1 **AGGREGATE.** The type and grade of aggregate shall be as specified on each District's Pricing Page.
  - a. **Mining By-Product Aggregates** - Aggregates produced as a by-product from lead or zinc-mining operations may be furnished under the following requirements. No blending or dilution of these aggregates with other material will be allowed in order to comply with these specifications
  - b. The supplier shall separate out all aggregate to be furnished into individual stockpiles not exceeding 5,000 cubic yards each. No material will be accepted that has not been moved at least once to a stockpile area specifically for this purpose. The supplier shall randomly sample each stockpile by combining several small samples from the pile into one sample. The sample shall be tested by an approved laboratory for the total lead content. A minimum of one test shall be performed for each individual stockpile. The total lead content shall be less than 4,500 ppm as determined by EPA Method 3050A, Acid Digestion of Sediments, Sludges, and Soils (particle size reduced to 1 mm or less). For aggregate meeting Sec. 1004 which is encapsulated in asphalt and delivered to MoDOT construction projects or property, there will be no limit on the leachable lead.
  - c. Prior to any approval, shipment or use of this material, the supplier shall furnish the engineer a report of the laboratory test results. The report shall specifically identify the stockpile, estimated quantity, location, date of the sample, date of test and the specific test results for each lead test. Attached to the report shall be a certification from the supplier that the material being furnished does not exceed the lead amounts specified. The supplier shall test as necessary beyond the requirements of this specification to ensure that this specification is met. All costs for setting the material aside for testing and the testing shall be borne by the supplier.
- 3.2 **LIQUID BITUMINOUS MATERIAL.** The liquid bituminous material shall meet the specifications contained in **Section**

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**1015 of Missouri Standard Specifications for Highway Construction, 2004 Edition**, for one of the following alternates:

**\*ALTERNATE A** - MC 800 Cutback Asphalt

**ALTERNATE B** - EA 300 Emulsified Asphalt

**ALTERNATE C** - CMS-2M Emulsified Asphalt

**\*NOTE:** Alternate A, MC-800 Cutback Asphalt, shall not be used to produce plant mix oil material delivered to Clay, Jackson, Platte, St. Charles, Franklin, St. Louis, Jefferson, Adair, Carroll, Chariton, Grundy, Howard, Linn, Livingston, Macon, Mercer, Putnam, Randolph, Saline, Schuyler and Sullivan Counties.

**Emulsified asphalt shall be used for all oil mat material that is to be delivered to stockpile sites unless the use of cutback asphalt is approved by the engineer.**

**The liquid bituminous material used shall coat the aggregate at the point of use in a manner and to a degree satisfactory to the engineer.** Material that does not fully comply with these specifications will be rejected. The supplier shall be responsible for the cost and disposal of all rejected material.

3.2.1 **Approval of Source.** The contractor shall obtain approval of the source of liquid bituminous materials from the engineer before any shipments to the work are made.

3.2.2 **Sampling, Testing and Acceptance Procedures.** It shall be the responsibility of the supplier to guarantee by certification that the material fully complies with the specification requirements, after being loaded, and delivered to the point of acceptance.

3.3 **TRUCK SHIPMENTS.** Truck shipments shall be loaded from approved storage tanks, which have been sampled, tested, and certified by the Supplier to the Department. If automatic blending equipment is used, blender materials will be approved for use providing the finished product fully complies with specifications. At least one complete test shall be conducted every **two weeks** on each grade of material furnished for Missouri Department Of Transportation work from the blender. A certified copy of the tests results shall be furnished to the engineer. After loading, the supplier shall sample and make identifying tests on a sufficient number of truck shipments of material supplied to insure that proper quality control is being maintained and that all such shipments fully comply with the specification requirements. Identifying tests are viscosity for cutback asphalt; viscosity, sieve and particle charge for CMS-2M emulsified asphalt; and sieve, distillation, penetration and float test for EA-300 emulsified asphalt. It shall be the Supplier's responsibility to insure that any material failing to comply with specification requirements will not be used in the work.

3.3.1 The supplier shall furnish the truck driver a copy of the bill of lading, manifest, or truck ticket that is to be available to the Missouri Department of Transportation personnel at destination. The engineer or his representative at the source is also to be furnished a copy. The bill of lading, manifest, or truck ticket shall show the following information regarding the shipment: **Type and grade of material, purchase and confirmation order numbers, consignee, truck number, weights of truck before and after loading, specific gravity @ 60F/60F, net gallons, destination, date loaded, name and location of the source and a certification statement.** The certification statement shall be substantially as follows:

*"This certifies that the asphaltic material in this shipment complies with Missouri Department of Transportation specifications for the grade specified and the weights shown hereon were obtained on Department approved scales and are correct within the specified scale requirements."*

**An authorized representative of the supplier shall sign the certification statement.**

3.3.2 The engineer or his representative will at random observe the loading and weighing of trucks and the sampling, and testing at the source of truck shipments and tanks, and will select representative samples of the material being supplied. These samples will be tested in the field or in the Central Laboratory. When test results of materials or weights certified by the supplier are not representative of the material or quantity being shipped, the source approval will be withdrawn. A source may be reinstated when proof is furnished that the deficiency has been corrected and adequate controls are in effect to guarantee delivery of correct quantities and of materials meeting specifications.

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- 3.3.3 Verification of certified weights may be required by the weighing of a hauling unit, both loaded and empty, on scales other than those used by the supplier and have also been approved by the engineer.
- 3.3.4 The supplier shall furnish the required sampling equipment and shall sample the truck under the direction of the engineer or his representative. The supplier shall be responsible for keeping all sampling equipment clean and in good condition. Sampling devices on truck transports will be approved provided an adequately insulated valve is used with a pipe or nipple inserted a suitable distance into the tank.
- 3.3.5 Each truck transport shall carry a log showing the types of materials and dates hauled, with respect to recent shipments, or the supplier shall furnish the engineer or his representative such information with respect to the previous load.
- 3.3.6 Intermediate storage tanks for storage and transfer of material between the source and the point of acceptance shall be equipped for sealing and shall be reserved exclusively for State work. Use of any material in unsealed tanks will be subject to delay until it can be sampled, tested and approved. **If excessive sampling is necessary the Missouri Department of Transportation may charge an additional amount to cover our expenses.**
- 3.3.7 Measurement of Liquid Bituminous Materials. Measurement of the Cutback Asphalt and Emulsified Asphalt materials shall be based on the volume at **60F**. The volume shall be determined from the net weight that shall be converted to gallons by using the unit weight in pounds per gallon at **60F** designated by the engineer or his representative.
- 3.3.8 Proportioning and Blending Liquid Bituminous Material Constituents. All materials shall be properly proportioned and thoroughly blended in suitable tanks prior to delivery to transportation equipment, or may be proportioned and blended by use of automatic proportioning equipment. All automatic proportioning blenders shall meet the approval of the engineer and shall be equipped with precision instruments, including electrically interlocked motors, and automatic meters. Materials blended in quantities of less than 8,000 gallons in either tanks or trucks without the use of automatic proportioning blenders will not be approved.
- 3.3.9 Platform Scales for Weighting Liquid Bituminous Material. Equipment for weighing of liquid bituminous material shall consist of accurate and reliable platform scales approved by the Department. Scales shall be accurate to **within an accuracy of 0.4 percent** of the net load applied, when tested for accuracy, regardless of the location of the load on the platform. The value of the smallest unit of graduation on a scale **shall not be greater than 20 pounds**. Sensitivity requirements of scales not equipped with balance indicators shall be twice the value of the minimum graduated interval on the weigh beam, or 0.2 percent of the nominal capacity of the scale, whichever is less. For scales equipped with balance indicators, the sensitivity requirement shall be the value of the minimum graduated interval on the weigh beam.

When equipment to be weighed is of such length that all axles cannot be weighed simultaneously, a level area of concrete or bituminous pavement shall be provided permitting those axles not on the scale platform to be on the pavement during the determinations. The weighing shall be performed with all brakes released. When equipment to be weighed is equipped with an air bag suspension unit on any axle, the equipment including semi-trailers or pup trailers shall be weighed on platform scales of sufficient size to weigh all axles of the combination simultaneously.

Scales shall have been calibrated within the six-month period immediately prior to any material being delivered or anytime the engineer or his representative has cause to question the accuracy of the scale. Scale acceptance shall be based on one of the following:

- (a) A valid certification or seal of approval by the Division of weights and Measures of the Missouri Department of Agriculture.
- (b) A valid certification or seal of approval by a State of Missouri duly appointed "sealer of weights and measures" in cities or counties of seventy-five thousand population or more.
- (c) Certification of calibration from a commercial scale service company showing that the scale meets the requirements of these specifications. The supplier shall furnish the certification of calibration to the engineer or his representative.

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Regardless of the form of acceptance, the calibration shall be within the accuracy requirements specified herein and the scales shall meet all requirements of these specifications.

The weighing of a hauling unit on another recently calibrated and certified scale may require verification of a platform scale.

All costs incurred in obtaining a certification of calibration or verification shall be borne by the supplier.

**4. Composition of Mixture**

4.1 **GRADATION OF AGGREGATE.** The total aggregate, as determined from samples taken immediately prior to mixing with the liquid bituminous material, shall meet the particular type and grade described on page 13 within this document.

4.2 The composition of the mixture shall conform to the following limits by weight:

Total Mineral Aggregate	91%-96.5%
Cutback Asphalt or Emulsified Asphalt	3.5%-9.0%

4.3 The percent liquid asphalt to be used for each item is described on **Page 12** within this document. **This is an estimate** and may be adjusted by the engineer to obtain satisfactory field performance of the mixture.

**5. Mixing Plant**

Mixing of liquid bituminous material and aggregate shall be by means of an approved mixer capable of producing a uniform, thoroughly mixed material free from segregation.

5.1 Equipment for heating liquid bituminous material shall meet the approval of the engineer or his representative, and shall be capable of heating the material to the required temperature without the introduction of moisture, localized overheating or otherwise changing the characteristics of the material. Plant equipment shall include a thermometer that will indicate the temperature of the liquid bituminous material at the time of mixing (refer to Section 6.3 below for actual temperatures).

**6. Preparation of Mix**

6.1 **Mixing Time.** The mixing time shall be of sufficient length to produce a homogenous mixture, uniform in color. The mixing time will be determined by the engineer or his representative and shall uniformly coat the aggregate.

6.2 **Drying of Aggregates.** Drying of the aggregate by mechanical means or by a rotating fuel oil or gas fired dryer will not be required. When using emulsified asphalt, mixing will be permitted when the total moisture in the aggregate does not exceed the limits set out in the following table:

<b><u>ABSORPTION</u></b>	<b><u>ALLOWABLE TOTAL MOISTURE CONTENT (MIXING WITH EMULSIFIED ASPHALTS)</u></b>
0 - 2.1% -----	Absorption + 1%
2.2% - 2.6% -----	3.1%
2.7% - 3.6% -----	Absorption + 0.5%
3.7% - 4.0% -----	4.1%
4.1% + -----	Absorption + 0%

**When using MC-800 cutback asphalt, mixing will be permitted when the aggregate is surface dry. Absorption will be based on a representative sample of the crushed material that has been tested in the central laboratory.**

6.3 **Mixing Temperature.** If the Contractor elects to dry the aggregate by means of a rotating fuel oil or gas fired dryer, the temperature of the aggregate at the time of mixing **shall not exceed 200F.**

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The temperature of cutback asphalt at the time of mixing shall be **190F, plus or minus 20F**. The temperature of emulsified asphalt at the time of mixing shall be between **100F and 190F**.

**6.4 Control of Material.** Aggregate may be proportioned by weight or volume.

6.4.1 If by Volume: Volumetric control of the aggregate feed to the mixer shall be positively controlled by means of a constant speed conveyor and an orifice having an adjustable gate opening capable of being calibrated. The conveyor shall deliver the aggregate to the mixer at a uniform rate and **shall not vary more than 2% by weight** from the required quantity.

The liquid bituminous material shall be proportioned by volume through an approved **continuously registering cumulative indicating meter by a pump specifically designed for liquid bituminous material**. The pump shall deliver the liquid bituminous material to the mixer at a uniform rate that shall not vary more than 2.0% by weight from the required quantity. The liquid bituminous material shall be sprayed on the aggregate as it is charged into the mixer. The aggregate feeder and the asphalt pump shall be interlocked or synchronized to deliver the proportions as required within the tolerances specified.

6.4.2 If by Weight: Scales for weighing aggregate may be either the beam or spring-less dial-type and shall be of standard make and design having tolerance not exceeding 0.4% of the indicated weight when tested for accuracy. The total weight of the batch shall be within 2.0% of the desired batch weight. When manual batching methods are used, beam-type scales shall be equipped with a device to indicate that the required load is being approached. Quantity indicators necessary for batching operations shall be in full view of the operator.

**Satisfactory means, either by metering or weighting, shall be provided to obtain proper quantity of liquid bituminous material.** Metering pumps for liquid bituminous material shall deliver to within plus or minus 2.0% of the required quantity when tested for accuracy. Where the quantity of liquid bituminous material is controlled by metering, provisions shall be made whereby the quantity through the meter may be checked by actual weight.

**Scales for weighing liquid bituminous material shall conform to the requirements for aggregate scales,** except that a device to indicate at least **20 pounds** of the approaching total load shall be provided. Liquid bituminous material shall be **measured within one-tenth percent** of the total batch weight of the mixture.

If emulsified asphalt is used, water may be added at the mixer only as directed by the engineer or his representative.

6.5 Plant Calibration Personnel, scales and equipment necessary for calibrating the plant and for verifying the accuracy of proportions shall be furnished by the Contractor and shall be available at all times. All equipment shall be calibrated by the Contractor in the presence of and subject to the approval of the engineer.

**7. Delivery**

7.1 The starting and completion dates for the delivery of the mixed material shall be as shown on **Page 13** within this document for each group.

7.2 All deliveries are to be made during maintenance facilities normal working hours unless prior arrangements have been made with the appropriate MoDOT district office or other designated contact person(s). Deliveries will not be accepted on Holidays, Saturdays or Sundays unless a mutual agreement has been reached between the vendor or hauler and the appropriate MoDOT district office.

7.3 No deliveries will be permitted on the roadway unless the surface of the road is dry and no mud or other debris is being tracked onto the surface. All pre-mix material stockpiled for MoDOT use shall be protected from rain until it is delivered to the department.

7.4 The time allowed after mixing until the material is delivered shall not exceed 96 hours unless in the judgment of the engineer, the roadway or weather conditions will not permit delivery.

7.5 Material shall be distributed on the roadway at a rate directed by the engineer or their representative.

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- 7.6 It will be necessary for the engineer or their representative to be present when the mixture is delivered. **No mixture will be accepted that has been dumped in the absence of the engineer or their representative.**
- 7.7 The Contractor shall furnish the appropriate engineer, or their representative, with a planned delivery schedule within a minimum of 48 hours before delivery is to begin, unless other suitable arrangements are made by MoDOT.
- 7.8 Once delivery is started on a day, it shall be continued on a consistent schedule throughout the day. If this schedule cannot be maintained due to plant breakdown, rain, etc., the contractor shall inform the engineer or their representative, so that MoDOT forces can be reassigned.
- 7.9 Roadway and stockpile deliveries made after the completion dates outlined in this bid will be accepted at the discretion of the engineer or their representative.
- 7.10 If the vendor is requested to delay deliveries based upon questionable material handling, and unknown material content or source, liquidated damages will not be waived.
- 7.11 The bidder represents he has a plant available for use in this work, which is capable of producing the type and grade of mixed material specified and guarantees that deliveries will be made at a daily rate sufficient to complete the work on or before the contract completion date, and will, if necessary to maintain this delivery rate, immediately install any additional equipment necessary to increase the rate of production or delivery to meet the minimum daily requirements.

**8. Measurement**

- 8.1 The weight of the mixture will be determined from batch weights when a batch-type plant is used, and will be determined by weighting each truck load in accordance with the requirements of SEC. 310 of Missouri Standard Specifications for Highway Construction, 2004 edition, and its supplements, when other types of plants are used except that the 2% moisture deduction will not apply.
- 8.2 Measurements of liquid bituminous material to the nearest 0.1 ton for the total tonnage used in the accepted work will be determined from the bill of lading, manifest, or truck ticket.
- 8.3 Measurement of the weight of mineral aggregate, to the nearest ton, will be determined by subtracting the weight of the liquid bituminous material from the weight of the mixture of aggregate and liquid bituminous material.

**9. Payment**

- 9.1 The accepted quantities of plant mix oil material will be paid for at the unit price for each of the pay items included in the contract.
- 9.2 All charges/costs associated with a price adjustment, as permitted in Section 10 and 11, must be included on the original invoice for the material. No separate invoice(s) for a price adjustment shall be accepted or processed for payment.
- 9.3 In the event of a late delivery, price adjustments for asphalt or fuel will not be accepted.

**10. Asphalt Cement Price Index Adjustment**

- 10.1 **Asphalt Cement Price Index.** Adjustments will be made to the payments due the Contractor for any plant mix bituminous material when it has been determined that the monthly average price for the midpoint of the published prices of PG64-22 for St. Louis, Missouri area and Kansas City area has fluctuated from the monthly average price of the month the material was bid. The St. Louis, Missouri area and Kansas City area prices will be obtained from the Asphalt Weekly Monitor® published by Poten & Partners Inc. The monthly base price will be the price from the last published Asphalt Weekly Monitor® prior to MoDOT's bid opening. The monthly base price, established prior to the monthly bid opening, shall apply to payments for the following month.

The adjusted contract unit price will be applied to the actual amount of asphalt binder used by the Contractor for all asphalt items. The base price index for PG64-22 will be applied to all asphalt mixes delivered.



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- 10.2 **Basis of Payment.** To determine the adjustment for any material specified in this provision the following formula will be used.

$$A = (B \times C) \times (D-E)$$

Where:

- A = Adjustment for mix delivered during monthly average index period
- B = Tons of Mix delivered during the monthly average index period
- C = % of virgin asphalt binder as listed in the job mix formula in use
- D = monthly average price at time mix placement
- E = monthly average price at time of bid

The engineer will make adjustment payments, as defined above, for the applicable work completed during each month, except for projects on which the contractor is being charged liquidated damages, due to working beyond the project completion date. In this case, the "D" value used for the price adjustment will be either the last "D" value prior to the date that liquidated damage assessment began or the current monthly "D" value, whichever is lower. If the contractor is being charged liquidated damages due to the contract being beyond the project completion date and the current months "D" value results in a deduction, then the current monthly "D" value will be used.

- 10.3 **Optional.** This provision is optional. If the bidder wishes to be bound by this provision, the bidder shall execute the acceptance form in the Bid. Failure by the bidder to execute the acceptance form will be interpreted to mean election to not participate in the Asphalt Cement Price Index.

**11. Price Adjustment for Fuel**

- 11.1 **Price Adjustment for Fuel.** The method of price adjustment for the fuel used on various items of work that may be involved in the construction of this project will be based on "Fuel Usage Factors" for the various items as noted below: The On-Road Factor is based upon a 30-mile round trip haul:

Item of Work	Unit	Fuel Usage Factor	Fuel Usage Factor On-Road Hauling (30 mile avg.)
Bituminous Construction (Includes all Ton of Plant Mix Asphalt Mixes)	Total Mix	2.65	0.67

The first day of each month (excluding Saturdays, Sundays, and holidays) in which the project is bid will be used to establish the "Starting Fuel Index" for the duration of the project. The "Starting Fuel Index" will be the average of the values given for No. 2 fuel as reported by Platt's Oilgram - PAD 2 - St. Louis Area.

The pay items and unit prices in the contract will not change. The Commission will, on the first day of each month (excluding Saturdays, Sundays and holidays), determine the "Monthly Fuel Index" of No. 2 fuel from the price index as reported by Platt's Oilgram - PAD 2 - St. Louis Area, which will apply to all payment estimates during that month regardless of the type fuel used.

The quantities of completed work for the payment period will be determined by the engineer and included in the payment estimate. These same quantities will be used to determine the fuel usage for any price adjustment.

The difference ( $\pm$ ) between the "Monthly Fuel Index" and the "Starting Fuel Index" will be the "Monthly Fuel Index Adjustment Factor". Adjustments will be made for any change in the ratio of the "Monthly Fuel Index" to the "Starting Fuel Index". This "Monthly Fuel Index Adjustment Factor", along with the "Fuel Usage Factor" and quantities of completed work for which payment is made will determine the fuel adjustment payment or deduction.

If adjustments are made in the contract quantities, the contractor shall accept the fuel adjustment as full compensation for increases or decreases in the price of fuel regardless of the amounts of overrun or underrun.

The fuel adjustment will be computed each pay period work is performed, for the usage of fuel by the following procedure:

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$$\text{Fuel Adjustment} = (\text{Fuel Usage Factor}) \times (\text{Monthly Fuel Index Adjustment Factor}) \\ \times (\text{Units of Work included in the payment estimate})$$

Payments or deductions for the fuel adjustments on the various items of work will be made on the estimate as one "Fuel Adjustment". No change order will be required.

If the bidder wishes to be bound by these specifications, the bidder shall execute the acceptance form in the proposal. Failure by the bidder to execute the acceptance form will be interpreted to mean election to not participate in the price adjustment for fuel.

**12. Bid Submission**

- 12.1 Each bid must be mailed or hand delivered in a sealed package to the RFB Coordinator at the General Services Procurement Office. All questions regarding the RFB shall be submitted to the RFB Coordinator. All bids must be received at the General Services Procurement Office located at 830 MoDOT Drive, no later than **10:00 a.m., CDT, November 19, 2010.**

**RFB Coordinator:**

**Ms. Angela Sutton, Procurement Agent**  
**Missouri Department of Transportation**  
**830 MoDOT Drive; Jefferson City, MO 65109**  
**P.O. Box 270; Jefferson City, MO 65102**  
**PHONE: (573) 526-7929; FAX: (573) 526-1218**  
**EMAIL: [Angela.Sutton@modot.mo.gov](mailto:Angela.Sutton@modot.mo.gov) (Questions Only)**

- 12.2 All bids must be received in a sealed package clearly marked "**Plant Mix Oil Material**"

- 12.3 **MHTC reserves the right to reject any and all bids for any reason whatsoever.**

**12.4 Bid Guaranty/Contract Bond:**

- a. Each bid shall be accompanied by a Bid Bond, Certified Check, Cashier's Check or Bank Money Order payable to the Director of Revenue – Credit State Road Fund for an amount equal to Five Percent (5%) of the amount of the BID submitted. This is to act as a guarantee that the bidder, if awarded the contract, will furnish an acceptable performance and payment bond (Contract Bond) or a cashier's check, a bank money order or a certified check made payable to "Director of Revenue--Credit State Road Fund" in an amount equal to One Hundred (100%) of the contract price.
- b. If a BID BOND is used (in lieu of a certified check, cashier's check, or bank money order), it must be in the form provided and executed by the bidder as principal and by a surety company authorized to do business in the State of Missouri as surety. The agent executing the same on behalf of the surety company must attach a current Power of Attorney setting forth his authority to execute the bond involved.
- c. Certified Checks, Cashier's Checks or Bank Money Orders of unsuccessful bidders will be returned as soon as the award is made. The checks or bank money orders of the successful bidder(s) will be retained until the contract is executed and a satisfactory Performance and Payment (Contract Bond) is furnished. Bid Bonds will not be returned except on specific request of the bidder.
- d. Failure to execute the contract and file acceptable performance payment (Contract Bond) or cashier's check, bank money order or certified check within **15 days** after the contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and performed under contract or otherwise, as the Commission may decide. No contract shall be considered effective until it has been executed by all parties thereto.

- 12.5 Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest and responsive bid.

- 12.6 **Cost Determination** – The low bid shall be determined by reviewing each line item separately.

- 12.7 **Contract Award** – The contract will be awarded to the lowest responsive bidder determined as specified above.

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JEFFERSON CITY, MISSOURI

**Plant Mix Oil Material**

**Request No. 2-101119AS**

- a. Award of this bid will be made on a “Group-By-Group” basis after reviewing all options, and by using the “lowest and best” principle of award, providing the prices are acceptable to the Commission. In the event of tie low bids, the Commission reserves the right to establish the method to be used in determining the award.

**12.8 Open Competition/Request for Bid Document**

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from the MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least five (5) working days prior to the official bid opening date.

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**PRICING REQUIREMENTS**

The amount of liquid bituminous material (Pay Item #2) as shown on all groups is an estimate only. The actual amount required may vary for each group depending on the type of asphalt used in the mix and the gradation and condition of the aggregate. The liquid bituminous material used shall coat the aggregate at the point of use in a manner and to a degree satisfactory to the engineer or his representative.

**It is strongly encouraged that bidders submit individual pricing for both the aggregate and asphalt material.** As the quality of aggregate materials and absorption rates vary, this will ensure accurate invoicing based upon the true quantities and costs of aggregate and liquid asphalt used.

All materials shall conform to Missouri Standard Specifications for Highway Construction, 2004 Edition, and any revisions thereto:

**SPEC. 1004 – Graded aggregate for bituminous surfaces with a maximum limit of 4.5% absorption on stone ledges and gravel sources. Meeting the following gradation limits:**

Grade	Sieve	1"	3/4"	1/2"	3/8"	No. 4	No. 8	No. 30	No. 200
PERCENT PASSING									
	Crushed								
1	Stone		100	95-100	65-95	20-55	2-20		0-5
2	Gravel		100	95-100		40-80	15-50	0-30	0-5
3	Chat		100	95-100		45-85	30-60	0-30	0-5
	Crushed								
4	Stone	100	85-100	45-80	15-45	3-20	0-15		0-5

Districts may specify on pricing pages which grade they will accept. The following districts or groups will **NOT** accept Grade 4: District 2, 3, 4 - Group 69, 7, and 8.

**Estimated Percent Asphalt is:**

- 6.0% for all Groups in District 1
- 5.7% for all Groups in District 2
- 5.8% for all Groups in District 3
- 5.8% for all Groups in District 4
- 5.0% for all Groups in District 7
- 4.5% for all Groups in District 8 (MC250)

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**STARTING DATES:** To be determined by districts' Notice to Proceed or Purchase Orders

**COMPLETION DATES:** Please note the different dates below for each group.

<u>DISTRICT 1</u>	<u>GROUPS 1-22</u>	<u>May 30, 2011</u>
<u>DISTRICT 2</u>	<u>GROUPS 23-43</u>	<u>April 29, 2011</u>
<u>DISTRICT 3</u>	<u>GROUPS 44-57</u>	<u>May 1, 2011</u>
<u>DISTRICT 4</u>	<u>GROUPS 58-69</u>	<u>April 1, 2011</u>
<u>DISTRICT 4</u>	<u>GROUPS 70-71</u>	<u>May 1, 2011</u>
<u>DISTRICT 4</u>	<u>GROUPS 72-73</u>	<u>June 1, 2011</u>
<u>DISTRICT 4</u>	<u>GROUP 74</u>	<u>July 1, 2011</u>
<u>DISTRICT 7</u>	<u>GROUPS 75-76</u>	<u>April 1, 2011</u>
<u>DISTRICT 7</u>	<u>GROUPS 77-88</u>	<u>March 18, 2011</u>
<u>DISTRICT 8</u>	<u>GROUPS 89-96</u>	<u>May 1, 2011</u>
<u>DISTRICT 8</u>	<u>GROUPS 97-98</u>	<u>May 10, 2011</u>
<u>DISTRICT 8</u>	<u>GROUPS 99-101</u>	<u>May 15, 2011</u>
<u>DISTRICT 8</u>	<u>GROUPS 102-104</u>	<u>July 1, 2011</u>

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**LIMITS ON ORDERS**

Bidders may specify the maximum monetary value of awards that he will accept under this proposal by so specifying herein. The Commission reserves the right to award contracts in such a manner as is most advantageous to the Commission. IF THE BIDDER DESIRES TO LIMIT THE AMOUNT OF ORDERS WHICH HE/SHE WILL ACCEPT UNDER THIS BID, THE FOLLOWING MUST BE COMPLETED:

The maximum monetary value of orders, which I will accept award of under this bid is: \$\_\_\_\_\_.

By \_\_\_\_\_  
Signature

Title \_\_\_\_\_

Date \_\_\_\_\_

Company  
Name \_\_\_\_\_

Address \_\_\_\_\_

Phone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

Federal Identification Number \_\_\_\_\_

MISSOURI DEPARTMENT OF TRANSPORTATION  
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**PRICING PAGES**

The bidder shall provide firm, fixed prices on the PRICING PAGES in accordance with the terms of this request. All costs associated with providing the required deliverables/services shall be included in the prices stated below.

**DISTRICT 1**

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	GRADE	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
1	ATCHISON	TARKIO	1	AGGREGATE	4	2613		
			2	LIQUID BITUMINOUS MATERIALS		167		
				Total Tons of Mix:		2780		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	GRADE	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
2	ATCHISON	ROCK PORT	1	AGGREGATE	4	4911		
			2	LIQUID BITUMINOUS MATERIALS		314		
				Total Tons of Mix:		5225		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	GRADE	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
3	CALDWELL	KINGSTON	1	AGGREGATE	4	810		
			2	LIQUID BITUMINOUS MATERIALS		49		
				Total Tons of Mix:		859		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	GRADE	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
4	CALDWELL	KINGSTON	1	AGGREGATE	4	1523		
			2	LIQUID BITUMINOUS MATERIALS		92		
				Total Tons of Mix:		1615		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	GRADE	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
5	CALDWELL	BRAYMER	1	AGGREGATE	4	490		
			2	LIQUID BITUMINOUS MATERIALS		30		
				Total Tons of Mix:		520		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	GRADE	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
6	CALDWELL	BRAYMER	1	AGGREGATE	4	1430		
			2	LIQUID BITUMINOUS MATERIALS		86		
				Total Tons of Mix:		1516		

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**DISTRICT 1 (continued)**

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	GRADE	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
7	DAVIESS	COFFEY	1	AGGREGATE	4	1700		
			2	LIQUID BITUMINOUS MATERIALS		102		
Total Tons of Mix:						1802		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	GRADE	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
8	DAVIESS	COFFEY	1	AGGREGATE	4	3460		
			2	LIQUID BITUMINOUS MATERIALS		210		
Total Tons of Mix:						3670		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	GRADE	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
9	DAVIESS	GALLATIN	1	AGGREGATE	1	1000		
			2	LIQUID BITUMINOUS MATERIALS		60		
Total Tons of Mix:						1060		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	GRADE	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
10	DEKALB	KING CITY	1	AGGREGATE	4	940		
			2	LIQUID BITUMINOUS MATERIALS		60		
Total Tons of Mix:						1000		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	GRADE	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
11	DEKALB	MAYSVILLE	1	AGGREGATE	4	2575		
			2	LIQUID BITUMINOUS MATERIALS		155		
Total Tons of Mix:						2730		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	GRADE	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
12	GENTRY	ALBANY	1	AGGREGATE	4	3426		
			2	LIQUID BITUMINOUS MATERIALS		219		
Total Tons of Mix:						3645		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	GRADE	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
13	HARRISON	EAGLEVILLE	1	AGGREGATE	1	1500		
			2	LIQUID BITUMINOUS MATERIALS		90		
Total Tons of Mix:						1590		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	GRADE	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
14	HARRISON	EAGLEVILLE	1	AGGREGATE	4	2875		
			2	LIQUID BITUMINOUS MATERIALS		175		
Total Tons of Mix:						3050		



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**DISTRICT 1 (continued)**

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	GRADE	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
15	HARRISON	EAGLEVILLE	1	AGGREGATE	4	2105		
			2	LIQUID BITUMINOUS MATERIALS		130		
Total Tons of Mix:						2235		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	GRADE	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
16	HARRISON	BETHANY	1	AGGREGATE	4	3330		
			2	LIQUID BITUMINOUS MATERIALS		200		
Total Tons of Mix:						3530		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	GRADE	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
17	HOLT	MOUND CITY	1	AGGREGATE	4	470		
			2	LIQUID BITUMINOUS MATERIALS		30		
Total Tons of Mix:						500		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	GRADE	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
18	HOLT	OREGON	1	AGGREGATE	4	1354		
			2	LIQUID BITUMINOUS MATERIALS		86		
Total Tons of Mix:						1440		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	GRADE	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
19	NODAWAY	CLEARMONT	1	AGGREGATE	4	4128		
			2	LIQUID BITUMINOUS MATERIALS		263		
Total Tons of Mix:						4391		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	GRADE	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
20	NODAWAY	MARYVILLE	1	AGGREGATE	4	3584		
			2	LIQUID BITUMINOUS MATERIALS		229		
Total Tons of Mix:						3813		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	GRADE	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
21	NODAWAY	BARNARD	1	AGGREGATE	4	2331		
			2	LIQUID BITUMINOUS MATERIALS		149		
Total Tons of Mix:						2480		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	GRADE	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
22	WORTH	GRANT CITY	1	AGGREGATE	4	470		
			2	LIQUID BITUMINOUS MATERIALS		30		
Total Tons of Mix:						500		

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**DISTRICT 2**

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
23	SULLIVAN	MILAN	1	AGGREGATE	6601		
			2	LIQUID BITUMINOUS MATERIALS	399		
				Total Tons of Mix:	7000		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
24	GRUNDY	TRENTON	1	AGGREGATE	4149		
			2	LIQUID BITUMINOUS MATERIALS	251		
				Total Tons of Mix:	4400		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
25	MERCER	PRINCETON	1	AGGREGATE	5469		
			2	LIQUID BITUMINOUS MATERIALS	331		
				Total Tons of Mix:	5800		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
26	SULLIVAN	GREEN CITY	1	AGGREGATE	3772		
			2	LIQUID BITUMINOUS MATERIALS	228		
				Total Tons of Mix:	4000		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
27	PUTNAM	UNIONVILLE	1	AGGREGATE	7544		
			2	LIQUID BITUMINOUS MATERIALS	456		
				Total Tons of Mix:	8000		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
28	ADAIR	KIRKSVILLE	1	AGGREGATE	6601		
			2	LIQUID BITUMINOUS MATERIALS	399		
				Total Tons of Mix:	7000		

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**DISTRICT 2 (continued)**

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
29	SCHUYLER	LANCASTER	1	AGGREGATE	4149		
			2	LIQUID BITUMINOUS MATERIALS	251		
			Total Tons of Mix:		<b>4400</b>		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
30	LIVINGSTON	CHILLICOTHE	1	AGGREGATE	3112		
			2	LIQUID BITUMINOUS MATERIALS	188		
			Total Tons of Mix:		<b>3300</b>		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
31	LINN	BROOKFIELD	1	AGGREGATE	5753		
			2	LIQUID BITUMINOUS MATERIALS	347		
			Total Tons of Mix:		<b>6100</b>		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
32	RANDOLPH	MOBERLY	1	AGGREGATE	2357		
			2	LIQUID BITUMINOUS MATERIALS	143		
			Total Tons of Mix:		<b>2500</b>		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
33	MACON	MACON	1	AGGREGATE	5658		
			2	LIQUID BITUMINOUS MATERIALS	342		
			Total Tons of Mix:		<b>6000</b>		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
34	MACON	ATLANTA	1	AGGREGATE	2357		
			2	LIQUID BITUMINOUS MATERIALS	143		
			Total Tons of Mix:		<b>2500</b>		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
35	MACON	NEW CAMBRIA	1	AGGREGATE	5658		
			2	LIQUID BITUMINOUS MATERIALS	342		
			Total Tons of Mix:		<b>6000</b>		

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**DISTRICT 2 (continued)**

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
36	CARROLL	CARROLLTON	1	AGGREGATE	1414		
			2	LIQUID BITUMINOUS MATERIALS	86		
			Total Tons of Mix:		1500		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
37	CARROLL	BOSWORTH	1	AGGREGATE	2357		
			2	LIQUID BITUMINOUS MATERIALS	143		
			Total Tons of Mix:		2500		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
38	CARROLL	TINA LOT	1	AGGREGATE	1132		
			2	LIQUID BITUMINOUS MATERIALS	68		
			Total Tons of Mix:		1200		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
39	CHARITON	KEYTESVILLE	1	AGGREGATE	2357		
			2	LIQUID BITUMINOUS MATERIALS	143		
			Total Tons of Mix:		2500		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
40	HOWARD	FAYETTE	1	AGGREGATE	3913		
			2	LIQUID BITUMINOUS MATERIALS	237		
			Total Tons of Mix:		4150		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
41	SALINE	MARSHALL	1	AGGREGATE	2357		
			2	LIQUID BITUMINOUS MATERIALS	143		
			Total Tons of Mix:		2500		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
42	SALINE	MARSHALL JCT.	1	AGGREGATE	2688		
			2	LIQUID BITUMINOUS MATERIALS	162		
			Total Tons of Mix:		2850		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
43	SALINE	SWEET SPRINGS	1	AGGREGATE	707		
			2	LIQUID BITUMINOUS MATERIALS	43		
			Total Tons of Mix:		750		

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**DISTRICT 3**

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
44	AUDRAIN	FARBER	1	AGGREGATE	1460		
			2	LIQUID BITUMINOUS MATERIALS	90		
Total Tons of Mix:					<b>1550</b>		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
45	AUDRAIN	MEXICO	1	AGGREGATE	5935		
			2	LIQUID BITUMINOUS MATERIALS	365		
Total Tons of Mix:					<b>6300</b>		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
46	BOONE	CENTRALIA	1	AGGREGATE	2826		
			2	LIQUID BITUMINOUS MATERIALS	174		
Total Tons of Mix:					<b>3000</b>		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
47	CLARK	WAYLAND	1	AGGREGATE	3956		
			2	LIQUID BITUMINOUS MATERIALS	244		
Total Tons of Mix:					<b>4200</b>		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
48	KNOX	EDINA	1	AGGREGATE	1648		
			2	LIQUID BITUMINOUS MATERIALS	102		
Total Tons of Mix:					<b>1750</b>		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
49	LEWIS	CANTON	1	AGGREGATE	3768		
			2	LIQUID BITUMINOUS MATERIALS	232		
Total Tons of Mix:					<b>4000</b>		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
50	MARION	HANNIBAL	1	AGGREGATE	1790		
			2	LIQUID BITUMINOUS MATERIALS	110		
Total Tons of Mix:					<b>1900</b>		

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**DISTRICT 3 (continued)**

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
51	MARION	MONROE CITY	1	AGGREGATE	1790		
			2	LIQUID BITUMINOUS MATERIALS	110		
			Total Tons of Mix:		<b>1900</b>		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
52	MONROE	MADISON	1	AGGREGATE	2261		
			2	LIQUID BITUMINOUS MATERIALS	139		
			Total Tons of Mix:		<b>2400</b>		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
53	MONROE	PARIS	1	AGGREGATE	3768		
			2	LIQUID BITUMINOUS MATERIALS	232		
			Total Tons of Mix:		<b>4000</b>		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
54	MONTGOMERY	BELLFLOWER	1	AGGREGATE	1554		
			2	LIQUID BITUMINOUS MATERIALS	96		
			Total Tons of Mix:		<b>1650</b>		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
55	PIKE	BOWLING GREEN	1	AGGREGATE	1036		
			2	LIQUID BITUMINOUS MATERIALS	64		
			Total Tons of Mix:		<b>1100</b>		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
56	SCOTLAND	MEMPHIS	1	AGGREGATE	4098		
			2	LIQUID BITUMINOUS MATERIALS	252		
			Total Tons of Mix:		<b>4350</b>		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
57	SHELBY	SHELBYNA	1	AGGREGATE	4145		
			2	LIQUID BITUMINOUS MATERIALS	255		
			Total Tons of Mix:		<b>4400</b>		

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**DISTRICT 4**

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	GRADE	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
58	HENRY	CLINTON	1	AGGREGATE	4	1500		
			2	LIQUID BITUMINOUS MATERIALS		87		
Total Tons of Mix:						1587		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	GRADE	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
59	HENRY	WINDSOR	1	AGGREGATE	4	1500		
			2	LIQUID BITUMINOUS MATERIALS		87		
Total Tons of Mix:						1587		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	GRADE	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
60	HENRY	URICH	1	AGGREGATE	4	2000		
			2	LIQUID BITUMINOUS MATERIALS		116		
Total Tons of Mix:						2116		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	GRADE	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
61	HENRY	URICH	1	AGGREGATE	4	1260		
			2	LIQUID BITUMINOUS MATERIALS		73		
Total Tons of Mix:						1333		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	GRADE	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
62	JOHNSON	WARRENSBURG	1	AGGREGATE	4	1500		
			2	LIQUID BITUMINOUS MATERIALS		87		
Total Tons of Mix:						1587		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	GRADE	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
63	JOHNSON	KNOB NOSTER	1	AGGREGATE	4	1500		
			2	LIQUID BITUMINOUS MATERIALS		87		
Total Tons of Mix:						1587		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	GRADE	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
64	JOHNSON	HOLDEN	1	AGGREGATE	4	2000		
			2	LIQUID BITUMINOUS MATERIALS		116		
Total Tons of Mix:						2116		

MISSOURI DEPARTMENT OF TRANSPORTATION  
JEFFERSON CITY, MISSOURI

**Plant Mix Oil Material**

Request No. 2-101119AS

**DISTRICT 4 (continued)**

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	GRADE	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
65	RAY	RICHMOND	1	AGGREGATE	4	5000		
			2	LIQUID BITUMINOUS MATERIALS		290		
Total Tons of Mix:						5290		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	GRADE	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
66	LAFAYETTE	HIGGINSVILLE	1	AGGREGATE	4	2000		
			2	LIQUID BITUMINOUS MATERIALS		116		
Total Tons of Mix:						2116		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	GRADE	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
67	LAFAYETTE	HIGGINSVILLE	1	AGGREGATE	4	3000		
	Deliver to Higginsville Commuter Lot		2	LIQUID BITUMINOUS MATERIALS		174		
Total Tons of Mix:						3174		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	GRADE	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
68	LAFAYETTE	ODESSA	1	AGGREGATE	4	2000		
			2	LIQUID BITUMINOUS MATERIALS		116		
Total Tons of Mix:						2116		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	GRADE	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
69	LAFAYETTE	CONCORDIA	1	AGGREGATE	1, 2 OR 3	2000		
			2	LIQUID BITUMINOUS MATERIALS		116		
Total Tons of Mix:						2116		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	GRADE	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
70	LAFAYETTE	RT. AA	1	AGGREGATE	4	4000		
			2	LIQUID BITUMINOUS MATERIALS		232		
Total Tons of Mix:						4232		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	GRADE	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
71	JOHNSON	RT. PP	1	AGGREGATE	4	3760		
	Road delivery from RT 23 to RT 13 or C.O.D.		2	LIQUID BITUMINOUS MATERIALS		218		
Total Tons of Mix:						3978		



MISSOURI DEPARTMENT OF TRANSPORTATION  
JEFFERSON CITY, MISSOURI

**Plant Mix Oil Material**

Request No. 2-101119AS

**DISTRICT 4 (continued)**

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	GRADE	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
72	JOHNSON	RT. O	1	AGGREGATE	4	4385		
		Road delivery from RT 58 to Henry Co. Line	2	LIQUID BITUMINOUS MATERIALS		254		
Total Tons of Mix:						<b>4639</b>		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	GRADE	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
73	LAFAYETTE / JOHNSON	RT. H	1	AGGREGATE	4	5000		
			2	LIQUID BITUMINOUS MATERIALS		290		
Total Tons of Mix:						<b>5290</b>		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	GRADE	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
74	RAY	RT. A	1	AGGREGATE	4	8000		
			2	LIQUID BITUMINOUS MATERIALS		464		
Total Tons of Mix:						<b>8464</b>		

**DISTRICT 7**

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
75	BARTON	LAMAR MT. LOT	1	AGGREGATE	3125.5		
			2	LIQUID BITUMINOUS MATERIALS	164.5		
Total Tons of Mix:						<b>3290</b>	

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
76	BARTON	LIBERAL MT. LOT	1	AGGREGATE	2305		
			2	LIQUID BITUMINOUS MATERIALS	121		
Total Tons of Mix:						<b>2426</b>	

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
77	BATES	RT. 18 MIXING BOARD - 9 MILES WEST OF RT. 71	1	AGGREGATE	2565		
			2	LIQUID BITUMINOUS MATERIALS	135		
Total Tons of Mix:						<b>2700</b>	

MISSOURI DEPARTMENT OF TRANSPORTATION  
JEFFERSON CITY, MISSOURI

**Plant Mix Oil Material**

Request No. 2-101119AS

**DISTRICT 7(continued)**

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
78	BATES	RT. 52 MIXING BOARD -10 MILES EAST OF RT. 71	1	AGGREGATE	1045		
			2	LIQUID BITUMINOUS MATERIALS	55		
			Total Tons of Mix:		<b>1100</b>		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
79	BATES	RT. A MIXING BOARD - WEST OF RT. 71	1	AGGREGATE	2945		
			2	LIQUID BITUMINOUS MATERIALS	155		
			Total Tons of Mix:		<b>3100</b>		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
80	BATES	BUTLER MT. LOT	1	AGGREGATE	5510		
			2	LIQUID BITUMINOUS MATERIALS	290		
			Total Tons of Mix:		<b>5800</b>		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
81	BATES	RICH HILL MT. LOT	1	AGGREGATE	3515		
			2	LIQUID BITUMINOUS MATERIALS	185		
			Total Tons of Mix:		<b>3700</b>		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
82	CEDAR	STOCKTON	1	AGGREGATE	1615		
			2	LIQUID BITUMINOUS MATERIALS	85		
			Total Tons of Mix:		<b>1700</b>		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
83	DADE	US160 MIXING BOARD	1	AGGREGATE	1900		
			2	LIQUID BITUMINOUS MATERIALS	100		
			Total Tons of Mix:		<b>2000</b>		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
84	DADE	GREENFIELD MT. LOT	1	AGGREGATE	4655		
			2	LIQUID BITUMINOUS MATERIALS	245		
			Total Tons of Mix:		<b>4900</b>		

MISSOURI DEPARTMENT OF TRANSPORTATION  
JEFFERSON CITY, MISSOURI

**Plant Mix Oil Material**

Request No. 2-101119AS

**DISTRICT 7(continued)**

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
85	ST. CLAIR	APPLETON CITY	1	AGGREGATE	665		
			2	LIQUID BITUMINOUS MATERIALS	35		
			Total Tons of Mix:		<b>700</b>		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
86	ST. CLAIR	RT. A/M MIXING BOARD	1	AGGREGATE	950		
			2	LIQUID BITUMINOUS MATERIALS	50		
			Total Tons of Mix:		<b>1000</b>		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
87	ST. CLAIR	OSCEOLA MT. LOT	1	AGGREGATE	2850		
			2	LIQUID BITUMINOUS MATERIALS	150		
			Total Tons of Mix:		<b>3000</b>		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
88	VERNON	NEVADA MT. LOT	1	AGGREGATE	2375		
			2	LIQUID BITUMINOUS MATERIALS	125		
			Total Tons of Mix:		<b>2500</b>		

**DISTRICT 8**

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
89	GREENE	REPUBLIC	1	AGGREGATE	1671.25		
			2	LIQUID BITUMINOUS MATERIALS	78.75		
			Total Tons of Mix:		<b>1750</b>		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
90	GREENE	FAIR GROVE	1	AGGREGATE	1671.25		
			2	LIQUID BITUMINOUS MATERIALS	78.75		
			Total Tons of Mix:		<b>1750</b>		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
91	WEBSTER	MARSHFIELD	1	AGGREGATE	1050.5		
			2	LIQUID BITUMINOUS MATERIALS	49.5		
			Total Tons of Mix:		<b>1100</b>		

MISSOURI DEPARTMENT OF TRANSPORTATION  
JEFFERSON CITY, MISSOURI

**Plant Mix Oil Material**

Request No. 2-101119AS

**DISTRICT 8 (continued)**

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
92	LACLEDE	LEBANON	1	AGGREGATE	2745.625		
			2	LIQUID BITUMINOUS MATERIALS	129.375		
			Total Tons of Mix:		<b>2875</b>		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
93	HICKORY	WHEATLAND	1	AGGREGATE	3208.8		
			2	LIQUID BITUMINOUS MATERIALS	151.2		
			Total Tons of Mix:		<b>3360</b>		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
94	HICKORY	PRESTON	1	AGGREGATE	1933.875		
			2	LIQUID BITUMINOUS MATERIALS	91.125		
			Total Tons of Mix:		<b>2025</b>		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
95	POLK	HUMANSVILLE	1	AGGREGATE	955		
			2	LIQUID BITUMINOUS MATERIALS	45		
			Total Tons of Mix:		<b>1000</b>		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
96	DALLAS	BUFFALO	1	AGGREGATE	2435.25		
			2	LIQUID BITUMINOUS MATERIALS	114.75		
			Total Tons of Mix:		<b>2550</b>		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
97	DALLAS	BUFFALO	1	AGGREGATE	3309.075		
			2	LIQUID BITUMINOUS MATERIALS	155.925		
			Total Tons of Mix:		<b>3465</b>		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
98	HICKORY	WHEATLAND	1	AGGREGATE	2865		
			2	LIQUID BITUMINOUS MATERIALS	135		
			Total Tons of Mix:		<b>3000</b>		

MISSOURI DEPARTMENT OF TRANSPORTATION  
JEFFERSON CITY, MISSOURI

**Plant Mix Oil Material**

Request No. 2-101119AS

**DISTRICT 8 (continued)**

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
99	GREENE	FAIR GROVE	1	AGGREGATE	955		
			2	LIQUID BITUMINOUS MATERIALS	45		
			Total Tons of Mix:		<b>1000</b>		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
100	LACLEDE	LEBANON	1	AGGREGATE	4584		
			2	LIQUID BITUMINOUS MATERIALS	216		
			Total Tons of Mix:		<b>4800</b>		

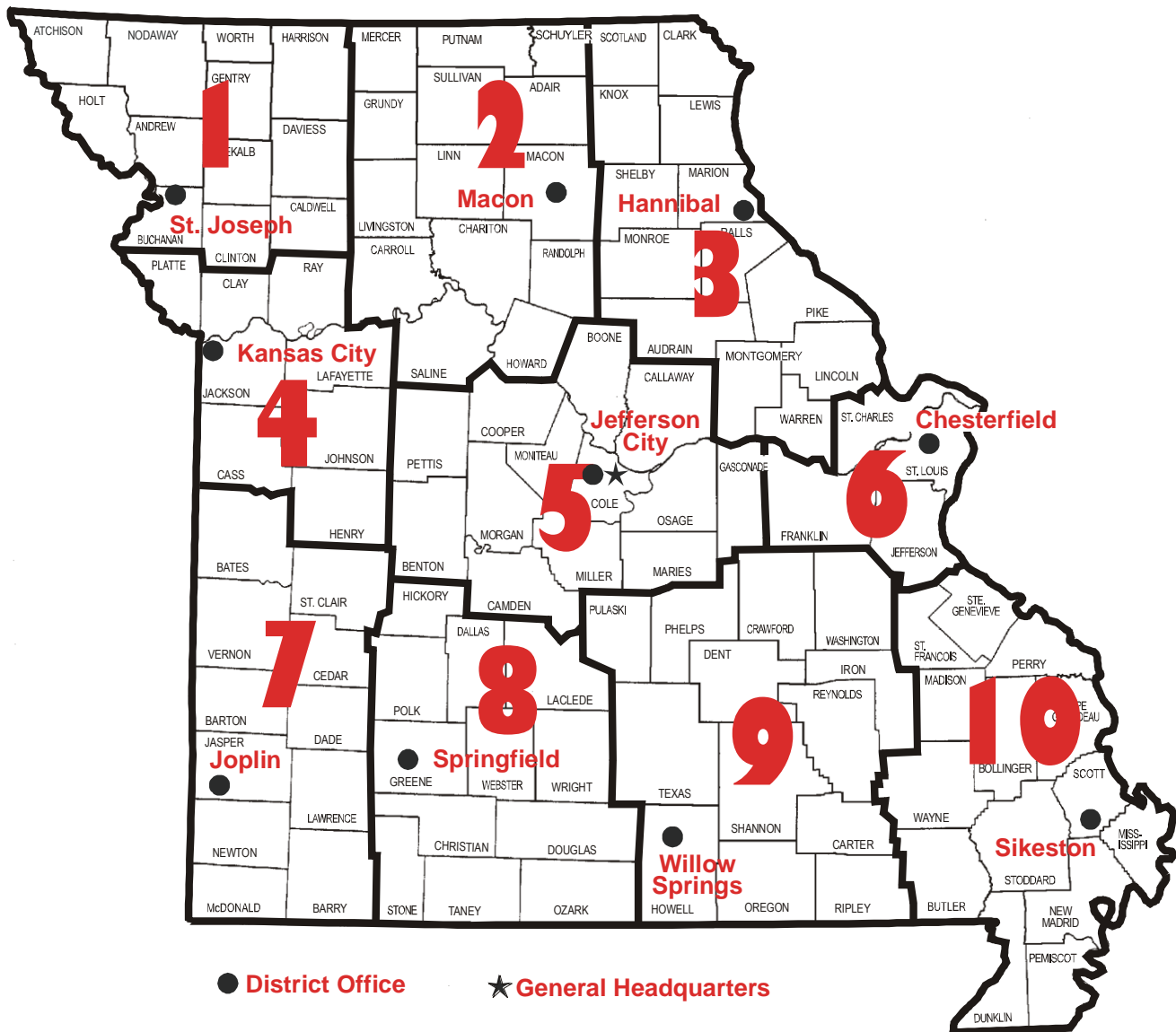
GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
101	WRIGHT	MTN. GROVE	1	AGGREGATE	1432.5		
			2	LIQUID BITUMINOUS MATERIALS	67.5		
			Total Tons of Mix:		<b>1500</b>		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
102	DOUGLAS	AVA	1	AGGREGATE	716.25		
			2	LIQUID BITUMINOUS MATERIALS	33.75		
			Total Tons of Mix:		<b>750</b>		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
103	OZARK	WASOLA	1	AGGREGATE	716.25		
			2	LIQUID BITUMINOUS MATERIALS	33.75		
			Total Tons of Mix:		<b>750</b>		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
104	OZARK	GAINESVILLE	1	AGGREGATE	859.5		
			2	LIQUID BITUMINOUS MATERIALS	40.5		
			Total Tons of Mix:		<b>900</b>		

# Missouri Department of Transportation District Outline Map



COUNTY	DIST.	COUNTY	DIST.	COUNTY	DIST.	COUNTY	DIST.	COUNTY	DIST.	COUNTY	DIST.
Adair.....	2	Cedar.....	7	Greene.....	8	Linn.....	2	Ozark.....	8	St. Louis.....	6
Andrew.....	1	Chariton.....	2	Grundy.....	2	Livingston.....	2	Pemiscot.....	10	Saline.....	2
Atchison.....	1	Christian.....	8	Harrison.....	1	McDonald.....	7	Perry.....	10	Schuyler.....	2
Audrain.....	3	Clark.....	3	Henry.....	4	Macon.....	2	Pettis.....	5	Scotland.....	3
Barry.....	7	Clay.....	4	Hickory.....	8	Madison.....	10	Phelps.....	9	Scott.....	10
Barton.....	7	Clinton.....	1	Holt.....	1	Maries.....	5	Pike.....	3	Shannon.....	9
Bates.....	7	Cole.....	5	Howard.....	2	Marion.....	3	Platte.....	4	Shelby.....	3
Benton.....	5	Cooper.....	5	Howell.....	9	Mercer.....	2	Polk.....	8	Stoddard.....	10
Bollinger.....	10	Crawford.....	9	Iron.....	9	Miller.....	5	Pulaski.....	9	Stone.....	8
Boone.....	5	Dade.....	7	Jackson.....	4	Mississippi.....	10	Putnam.....	2	Sullivan.....	2
Buchanan.....	1	Dallas.....	8	Jasper.....	7	Moniteau.....	5	Ralls.....	3	Taney.....	8
Butler.....	10	Daviess.....	1	Jefferson.....	6	Monroe.....	3	Randolph.....	2	Texas.....	9
Caldwell.....	1	Dekalb.....	1	Johnson.....	4	Montgomery.....	3	Ray.....	4	Vernon.....	7
Callaway.....	5	Dent.....	9	Knox.....	3	Morgan.....	5	Reynolds.....	9	Warren.....	3
Camden.....	5	Douglas.....	8	Laclede.....	8	New Madrid.....	10	Ripley.....	9	Washington.....	9
Cape Girardeau.....	10	Dunklin.....	10	Lafayette.....	4	Newton.....	7	St. Charles.....	6	Wayne.....	10
Carroll.....	2	Franklin.....	6	Lawrence.....	7	Nodaway.....	1	St. Clair.....	7	Webster.....	8
Carter.....	9	Gasconade.....	5	Lewis.....	3	Oregon.....	9	St. Francois.....	10	Worth.....	1
Cass.....	4	Gentry.....	1	Lincoln.....	3	Osage.....	5	Ste. Genevieve.....	10	Wright.....	8

## PREFERENCE IN PURCHASING PRODUCTS

DATE: \_\_\_\_\_

The bidders attention is directed to Section 34.076 RSMo 2000 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

**All vendors submitting a bid/quotation must furnish ALL information requested below.**

### FOR CORPORATIONS:

State in which incorporated: \_\_\_\_\_

### FOR OTHERS:

State of domicile: \_\_\_\_\_

### FOR ALL VENDORS:

List address of Missouri offices or places of business:

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### THIS SECTION MUST BE COMPLETED AND SIGNED:

**FIRM NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**BY (signature required):** \_\_\_\_\_

**Federal Tax I.D. #:** \_\_\_\_\_ **if no Federal Tax I.D. # - list Social Security #:** \_\_\_\_\_

NOTE: For bid/quotation to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

## MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

The bidder's attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34.359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RsMO, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RsMO, at the time of bidding **and** prior to payment. Failure to comply with Section 34.353, RsMO, during the performance of the contract **and** to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RsMO, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you **must** complete this form as directed below.

**Failure to complete and return this document with this bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing below on this form.**

[ ] If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left.

[ ] If only one item of any particular goods or products specified in the attached bid is manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here:

[ ] If any or all of the goods or products specified in the attached bid which the bidder proposes to supply to the State are **not** manufactured or produced in the "United States" as defined in Section 34.350, RsMO, then: (a) check the box at left; (b) list below, by item (or item number), the country other than the United States where each good or product is manufactured or produced; and (c) check the boxes to the left of the paragraphs below if applicable and list the corresponding items (or item numbers) in the spaces provided.

Item (or item number)	Location Where Item Manufactured or Produced

(attach an additional sheet if necessary)

[ ] The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to meet the contract specifications. Items (or item numbers):

[ ] The following specified goods or products must be treated as manufactured or produced in the United States, in accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade. Items (or item numbers):

### CERTIFICATION

**By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document is true, correct and complete, and may be relied upon by the State in determining the bidders qualifications under and in compliance with the Missouri Domestic Products Procurement Act.**

**The bidder's failure to complete and return this document with the bid as directed above will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis pursuant to Section 34.353.3(2), RsMO.**



## MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE

By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.

### Definitions:

**Service-Disabled Veteran** is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

**Service-Disabled Veteran Business** is defined as a business concern:

- a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. The management and daily business operations of which are controlled by one or more service-disabled veterans.

If an offeror meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the offeror **must** provide the following with the proposal in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing proposals, in their entirety, are comparable:

- a. A copy of a letter from the Department of Veterans Affairs (VA), or a copy of the offeror's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the offeror was in, stating that the offeror has a service-connected disability rating ranging from 0 to 100% disability; and
- b. A completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the offeror's discharge paper to this Exhibit.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

### Veteran Information

### Business Information

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Service-Disabled Veteran's Name, (Please  
Print)

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Service-Disabled Veteran Business Name

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*Service-Disabled Veteran's Signature*

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Missouri Address of Service-Disabled Veteran  
Business

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MISSOURI DEPARTMENT OF TRANSPORTATION  
JEFFERSON CITY, MISSOURI  
**Plant Mix Oil Material**

**Request No. 2-101119AS**

**COOPERATIVE PROCUREMENT**

The Department is interested in assisting Missouri counties, cities, special road districts, etc. in purchasing equipment, various materials and supplies that meet the Missouri Department of Transportation specifications.

Each bidder is asked to indicate below whether they would be willing to offer **Plant Mix Oil Material** listed in the attached "Request for Bid" for sale to these local political entities at the same bid price offered to this Department.

It is understood the Department will not issue purchase orders, accept delivery nor make payment for these items ordered by any of these agencies. It is further understood the price is based on the **Plant Mix Oil Material** meeting the Department specifications. Any added options, deletions, or extra freight costs would be negotiated between the local agency and the successful vendor.

Indicate below whether your company is willing to offer such cooperative purchasing for Missouri counties, cities or other political entities.

**YES** \_\_\_\_\_

**NO** \_\_\_\_\_

If the price varies throughout the state on Department bids because of different delivery destinations, please indicate the price f.o.b. your location that would be offered as described.

F.O.B. Location \_\_\_\_\_

Indicate the deadline date that orders will be accepted. \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

*(Each vendor must complete the appropriate sections of this form and submit with their bid.)*

## ANTI-COLLUSION STATEMENT

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_  
\_\_\_\_\_ being first duly sworn,

deposes and says that he is \_\_\_\_\_

**Title of Person Signing**

of \_\_\_\_\_

\_\_\_\_\_  
**Name of Bidder**

that all statements made and facts set out in the bid for the above project are true and correct; and that the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

**Plant Mix Oil Material**

**BID BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that we \_\_\_\_\_,

as Principal and \_\_\_\_\_, as Surety are held and firmly bound unto the **STATE OF MISSOURI** (acting by and through the **Missouri Highways and Transportation Commission**) in the penal sum of:

\_\_\_\_\_ **Dollars**  
(\$ \_\_\_\_\_) to be paid to the **State of Missouri or to the Missouri Highways and Transportation Commission**, to be credited to the State Road Fund, the Principal and Surety binding themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this \_\_\_\_\_

**THE CONDITION OF THIS OBLIGATION** is such that:

**WHEREAS**, the Principal is submitting herewith a bid to the Missouri Highways and Transportation Commission for furnishing **Plant Mix Oil Material** as set out in the bid to which this bond is attached.

**NOW THEREFORE**, if the Missouri Highways and Transportation Commission shall accept the bid of the Principal and if said Principal shall properly execute and deliver to the Missouri Highways and Transportation Commission the contract and contract bond in compliance with the requirements of the proposal, the specifications and the provisions of law, to the satisfaction of the Highways and Transportation Commission, then this obligation shall be void and of no effect, otherwise to remain in full force and effect.

In the event the said Principal shall, in the judgment of the Missouri Highways and Transportation Commission, fail to comply with any requirement as set forth in the preceding paragraph, then the State of Missouri acting through the Missouri Highways and Transportation Commission shall immediately and forthwith be entitled to recover the full penal sum above set out, together with court costs, attorney's fees and any other expense of recovery.

(SEAL)

\_\_\_\_\_  
Principal

By

\_\_\_\_\_  
Signature

(SEAL)

\_\_\_\_\_  
Surety

By

\_\_\_\_\_  
Attorney-in-Fact

**NOTE:** This bond must be executed by the PRINCIPAL and by a CORPORATE SURETY authorized to conduct surety business in the State of Missouri.

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**STANDARD SOLICITATION PROVISIONS**

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeree and must be adhered to. If time varies on different items, the Bidder/Offeree shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offeree will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. **For bids/proposals of \$25,000 or more**, no bids/proposals by telephone, telegram or telefax will be accepted.
- g. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

**GENERAL TERMS AND CONDITIONS**

**General Performance**

- a. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

**Deliveries**

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

**Nondiscrimination**

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
  - 1) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
    - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
    - ii. cancellation, termination or suspension of the contract, in whole or in part.

**Contract/Purchase Order**

- a. By submitting a bid/quote/proposal, the Bidder/Offeree agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

**Subcontracting**

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and

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equipped for such work.

- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

**Invoicing and Payment**

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder/Officer upon request if applicable.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.
- e. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

**Applicable Laws and Regulations**

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
  - 1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

**Executive Order**

- a. The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6<sup>th</sup>) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.
  - 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
  - 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
  - 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

**Preferences**

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
  - 1) If attached, the document entitled "**PREFERENCE IN PURCHASING PRODUCTS**" should be completed and returned with the solicitation documents.
  - 2) If attached, the document entitled "**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**" should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**

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- c. By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.
  - 1) If attached, the document entitled **"MISSOURI SERVICE-DISABLED VETERAN PREFERENCE"** should be completed and returned with the solicitation documents.
- d. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

**Remedies and Rights**

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- a. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.
- b. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**Cancellation of Contract**

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

**Bankruptcy or Insolvency**

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

**Inventions, Patents, and Copyrights**

- a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

**Inspection and Acceptance**

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

**Warranty**

- a. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by MoDOT, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

**Status of Independent Contractor**

- a. The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

**Indemnification**

- a. The Offeror shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror's performance of its obligations under this Agreement.

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**SPECIAL TERMS AND CONDITIONS**

The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

- a. General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- b. Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- c. Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

**Information and Reports**

- a. The Contractor shall provide all information and reports required by the Regulations, or Directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Missouri Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or Directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Missouri Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

**Permits, Licenses and Safety Issues**

- a. The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies.
- b. The Contractor will comply with local laws involving safety in the prosecution of the work.

**Notice to Proceed**

- a. Within **30 days** after the execution of the contract, a "**Notice to Proceed**" will be issued by the Department. A purchase order will be attached to the "Notice to Proceed," which will specify the date or dates that the Contractor can start delivery, roadway or stockpile delivery and will also include the completion dates. These dates will be in accordance with the dates shown in the proposal.

**Delivery – Additional Requirements**

- a. The following days shall be construed as **official holidays** under the terms of the contract:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
May 8	Truman's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day
- b. When any of the above **holidays falls** on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays falls** on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.
- c. Contractor will not be required to provide dozers, loaders, motor graders, or other equipment for shaping of stockpiles, constructing ramps or runways, or leveling of the top of a completed lift, unless otherwise noted herein.

**Legal Weights**

- a. Provisions of the Missouri Statutes relative to legal weights in regard to axle and gross weights, gross weights in relation to axle spacing and Supplementary Bridge limits all contained in **Sections 304.180 and 304.190 RSMo** are understood and will be abided by. The Department will not accept loads, which exceed legal weights.



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- b. It is understood and agreed that the Missouri Department of Transportation may prohibit the use of large trucks hauling heavy loads of material over low type bituminous roads and during adverse weather conditions.

**Temporary Suspension of Work**

- a. The **District Engineer** shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the engineer, the work may be done at a later time with advantage to the Department or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
- b. If the Department suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. The Department may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.
- c. Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension of time for all causes must be submitted by the Contractor in writing within **30 Days** after the claimed cause for the delay has ceased to exist.

**Liquidated Damages**

- a. In the event the successful Contractor fails to deliver the material within the time specified, the Department and the public will sustain damages because of such delay in delivery, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that the **sum of two –hundred fifty dollars (\$250.00) per day, per item**, for each assessable calendar day on which the delivery has not been completed, is reasonable and the best estimate which the parties can arrive at as liquidated damages, and it is therefore agreed that said amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages.
- b. **Saturdays, Sundays, holidays and days whereas the Department has suspended work** shall not be assessable days.

**Environmental Issues**

Attention of the bidder is invited to the **Land Reclamation Act, Chapter 444, Laws of 1971, (House Bill 519)** and the necessity for compliance if applicable.

The Contractor shall take necessary precautions and shall schedule and conduct his operations so as to avoid or minimize siltation of streams while removing gravel there from.